

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

December 11, 2007
Aldermen Thibault,
Smith, Forest, Roy, Long

5:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Thibault calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Jay Minkarah, Economic Development Director, submitting a proposal on behalf of Lake Avenue Realty Company relative to issuance of 25 parking permits for their employees at Stevens Park, as outlined herein.
Gentlemen, what is your pleasure?
4. Communication from Brandy Stanley, Parking Manager, requesting approval of a lease agreement to develop a Lake Avenue Parking Lot.
Gentlemen, what is your pleasure?
5. Communication from Jeff Bolduc, Senior Services Commission Chairman, advising of their unanimous support in gaining parking spaces surrounding the William B. Cashin Senior Activity Center.
Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of the following items from the table for your discussion.

6. Communication from Mayor Guinta requesting staff prepare recommendations relating to placing out to competitive/sealed bid parcels located on Granite Street, Phillippe Cote Way and Seal Tanning parking lot as requested by David Brady of Brady-Sullivan.
Tabled 08/22/2006.
(Note: communication from Jay Minkarah advising of efforts made for disposition of these properties and providing recommendations to direct staff in taking actions for disposal and development of the parcels, and formation of a staff committee to review proposals received.)

7. Communication from Jerry and Mary Derepentigny requesting to purchase property known as Tax Map 440, Lot 9 off Westland Avenue as abutters to the property.

Assessors – awaiting report.

Planning – report enclosed recommending determined surplus and dispose to abutter at fee to be established by the Board of Assessors and possible consideration of taxes due.

Tax Collector – awaiting report.

- 8 If there is no further business, a motion is in order to adjourn.



CITY OF MANCHESTER Economic Development Office



November 28, 2007

Henry R. Thibault, Chairman
Lands & Buildings Committee
One City Hall Plaza
Manchester, NH 03101

Re: 700 Lake Avenue/Stevens Park Parking

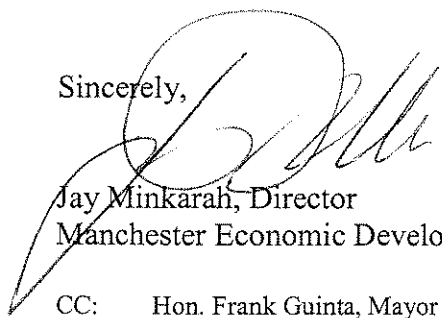
Dear Chairman Thibault and Members of the Committee:

The commercial office building located at 700 Lake Avenue has suffered from a lack of on-site parking for many years. Recent limitations on-street parking in the vicinity, however, has exasperated the parking problem. As a result, we have learned that building occupants are actively pursuing options to move out of Manchester. There are parking spaces available in the parking lot across the street in Stevens Park, however; that may offer an opportunity to help alleviate the parking situation in the area.

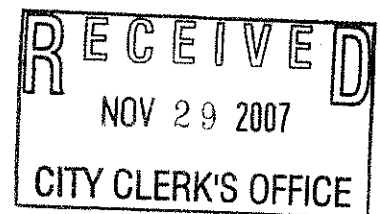
Currently there are 33 spaces in the Stevens Park lot. The vast majority of the spaces remain vacant throughout typical business hours. We propose that the City of Manchester issue 25 parking permits to Lake Avenue Realty Company for use by employees in the building during business hours. The permits would be valid from 7am-6pm, Monday through Friday, and would be managed through the Parking Division. In return, the owners of the building would continue to allow users of Stevens Park to park in their lot evenings and weekends. This overflow parking has been an important accommodation to park users, particularly during Little League season. Little League season runs from April through June and the games start at 5:30pm. During this season, we would propose limiting permit parking to the hours of 7am to 5pm.

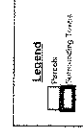
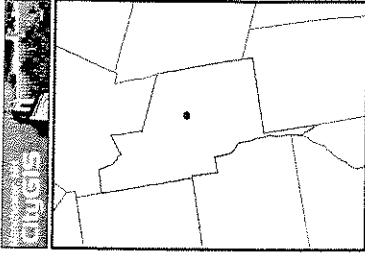
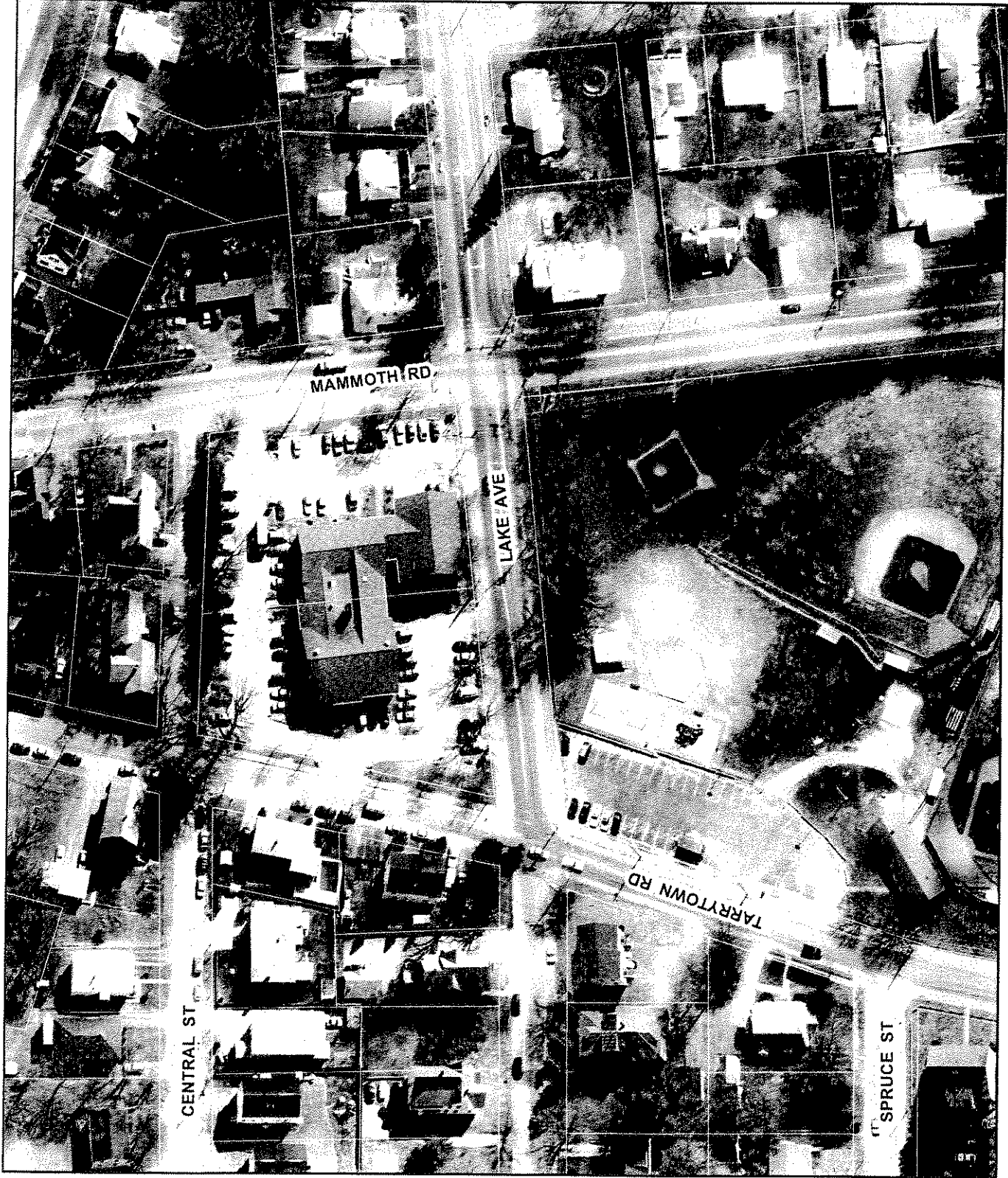
We believe that the proposal outlined above is a win-win solution to an existing parking shortage in the area that would help keep businesses in Manchester while providing needed parking for a City Park on evenings and weekends. Thank you for your consideration of this request. Please do not hesitate to contact me with any questions or concerns.

Sincerely,


Jay Minkarah, Director
Manchester Economic Development Office

CC: Hon. Frank Guinta, Mayor
Brandy Stanley, Parking Manager
Charles DePrima, Parks & Recreation, Interim Director
Charles Thibedeau, Vice President, CP Management, Inc





DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered as such have no official or legal value. The City makes no warranty, representation, or guarantee concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was derived are kept in the offices of various City County and State agencies, departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.

CITY OF MANCHESTER

PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

December 5, 2007

Chairman Henry Thibault
Lands and Buildings Committee
One City Hall Plaza
Manchester, NH 03101

Re: Lake Avenue Parking Lot

Dear Chairman Thibault:

As the Committee may be aware, certain buildings on Lake Ave. owned by E&R Cleaners are currently being demolished to make way for future redevelopment. In the short-term, we have the opportunity to develop a municipal parking lot on this site that would provide relief for the existing parking crunch in this section of downtown Manchester at no cost to the City. The parking would be developed as a public/private partnership whereby the property owner would pave and stripe the lot and lease it to the City to be managed by the Parking Division. Parking fees would off-set the cost of leasing the lot. While this proposal does not provide a long-term solution for downtown's parking needs, it would provide immediate short-term relief and allow us the time to identify viable long-term parking alternatives for future implementation. A draft lease, rate schedule, and revenue and expenditure projections are attached.

Term of Agreement

The lease agreement attached reflects a 3 year term plus 2 options to extend for 1 year each. Both extension options require both the City's and the Owner's approval to be exercised, and the lease cannot be renewed again after the 5 year term.

Revenues and Expenses

Annual revenues are projected at \$278,000. Revenues are calculated based on conservative projections for daytime monthly parking and event parking. The parking lot will have approximately 130 spaces, all of which will be available for monthly parking customers. As stated above, there is a significant level of unmet demand for parking in

this area, and we anticipate selling a high percentage of the available space in a short time.

Expenses are projected at \$35,500. All expenses of a non-capital nature will be paid by the City under the lease, however real estate taxes will be paid by the Owner. It is important to note that no additional staff is needed by the Parking Division to operate this parking lot, as the existing staffing levels and infrastructure are already in place.

Lease Terms

The rent structure proposed was designed to eliminate financial risk to the City under the lease. Based on an operating profit of \$242,500 annually, the City is guaranteeing a base rent payment of \$100,000. After base rent and expenses are deducted from revenues, there remains a profit of \$142,500.

The second portion of the rent structure is a percentage rent to be paid to the Owner. When revenues exceed \$150,000, the City will pay percentage rent to the Owner. The percentage rent will be 90% of Gross Revenues.

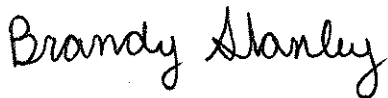
Given the above lease structure, there is little risk to the City. For example, the following things would have to happen before the City would lose money under the agreement:

- Revenues would need to be shorter than projections by \$143,000, or 52%
- Expenses would have to exceed projections by \$15,000 or 30% AND revenues would need to be shorter by more than \$128,000 or 46%

The projected profit to the city under the lease is \$27,000 annually.

In closing, please do not hesitate to contact myself or Jay Minkarah should you have any questions. We are very pleased about the prospect of meeting additional parking demand in this area of the City as well as the prospect of additional development in the near future.

Sincerely,



Brandy Stanley
Parking Manager
City of Manchester

CC: Jay Minkarah
Committee Members

Lake Avenue Lot Pro Forma
Lease Sensitivity Analysis

	-52%	-35%	-15%	Projected	5%	10%	15%
Net Revenue	\$134,871	\$180,755	\$236,372	\$278,085	\$291,989	\$305,894	\$319,798
Operating Expenses	\$35,545	\$35,545	\$35,545	\$35,545	\$35,545	\$35,545	\$35,545
Net Operating Income	\$99,326	\$145,210	\$200,827	\$242,540	\$256,444	\$270,348	\$284,253
Base Rent	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Percentage Rent	\$0	\$27,680	\$77,735	\$115,277	\$127,790	\$140,304	\$152,818
Total Rent	\$100,000	\$127,680	\$177,735	\$215,277	\$227,790	\$240,304	\$252,818
Net Lease Income	(\$674)	\$17,530	\$23,092	\$27,263	\$28,654	\$30,044	\$31,435
Base Rent		\$100,000					
Percentage Rent Plateau							
						90%	
						\$150,000	

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Lake Avenue Lot Pro Forma
PRO FORMA

REVENUE	\$/Space
Special Event Monthly	\$151,725
Gross Parking Revenue	126,360
	278,085
TOTAL ANNUAL REVENUE	\$278,085
\$2,139	
OPERATING EXPENSES	
Salaries & Wages	\$13,390
Payroll Taxes & Burden	1,024
Health, Welfare & Pension	9,848
Workers Compensation	244
Uniforms & Laundry	0
Printing	739
Amenities & Supplies	2,860
Repairs & Maintenance	3,840
Liability Insurance	1,300
Utilities	2,000
Postage & Freight	300
Telephone	0
Contract Security	0
TOTAL OPERATING EXPENSES	\$35,545
\$273	
OPERATING INCOME BEFORE RENT	\$242,540
RENT PAID TO LANDLORD	215,277
\$1,656	
NET OPERATING INCOME	\$27,263
\$210	

Lake Avenue Lot Pro Forma

REVENUE PROJECTIONS

NO. SPACES	=	CARS PER EVENT	X	EVENTS PER YEAR	X	RATE / CAR (net revenue)	=	ANNUAL REVENUE	ANNUAL # VEHICLES
SPECIAL EVENT REVENUE									
Special Events	130	85		119		\$15.00		\$151,725	10,115
TOTAL	130	85				TOTAL EVENT REVENUE		\$151,725	10,115
MONTHLY PARKING REVENUE									
Monthly - Day		# OF PARKERS		MONTHS					
		162		12		\$65.00		\$126,360	
TOTAL MONTHLY		162				TOTAL MONTHLY REVENUE		\$126,360	
TOTAL REVENUE									
						TOTAL ANNUAL REVENUE		\$278,085	Per Space \$2,139

PAYROLL TAXES

PAYROLL TAXES		RATE	EXPENSE
Payroll Tax Percentage based upon:			
FICA		7.65%	\$1,024
State Unemployment			\$0
Federal Unemployment			\$0
Total Payroll Taxes			\$1,024

HEALTH & PENSION

HEALTH & PENSION	TOTAL EMPLOYEES		ANNUAL EXPENSE
Full Time	3		\$6,500
Part Time	0		\$0
Pension	3		
Total Annual Health, Welfare & Pension		6%	\$3,348
			\$9,848

WORKERS COMPENSATION

WORKERS COMPENSATION	RATE	ANNUAL EXPENSE
Workers Compensation	1.83%	\$244

PAYROLL SUMMARY

Gross Payroll	\$13,390
Total	\$13,390
Payroll Taxes	\$1,024
Workers Compensation	\$244
Total	\$1,269
Health and Pension Expenses	\$9,848
Total	\$9,848

PRINTING

PRINTING	RATE	UNIT	NUMBER	UNITS	ANNUAL EXPENSE
Parking Tickets	\$25.00	per	10,115	tickets	\$253
Hangtags					\$486
Total					\$739
					ANNUAL

SUPPLIES

	RATE	UNIT	NUMBER	UNITS	EXPENSE
Garage Supplies and Small Tools	\$20.00	per space	130	spaces	\$2,600
Office Supplies	\$2.00	per space	130	spaces	\$260
Total Amenities and Supplies					\$2,860

REPAIRS & MAINTENANCE

	RATE	UNIT	NUMBER	UNITS	ANNUAL EXPENSE
Lamps and Light Bulbs	\$5.00	per space	130	spaces	\$650
Signs	\$3.00	per space	130	spaces	\$390
Snow Removal	\$350.00	per storm	8	storms	\$2,800
Total					\$3,840

INSURANCE

	RATE	UNIT	NUMBER	UNITS	MONTHS	ANNUAL EXPENSE
Garage Liability						\$1,300
Total						\$1,300

UTILITIES

Electricity	\$2,000					\$2,000
Total						\$2,000

POSTAGE & FREIGHT

	RATE	UNIT	NUMBER	UNITS	ANNUAL EXPENSE
General Postage & Freight	\$25.00	per month	12	months	\$300
Total					\$300

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LEASE

This LEASE (this "Lease") is made and entered into as of this _____ day of December, 2007 by and between _____, hereinafter referred to as "Landlord" and The City of Manchester hereinafter referred to as "Tenant".

WITNESSETH

THAT, WHEREAS, Landlord is the owner of real property hereinafter described,

and WHEREAS, Landlord desires to lease said real property to Tenant, and Tenant desires to lease same from Landlord.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, Landlord and Tenant agree as follows:

1. **PREMISES**. Landlord hereby leases to Tenant certain real property containing portions of a pre existing parking lot located at Central and Lake Streets in Manchester, New Hampshire. Prior to the commencement date hereof, Landlord shall demolish the existing building on Lake Street, apply gravel to the entirety of the surface of the leased area, adjust the drainage and provide bumpers such that the resulting area shall meet the specified needs of Tenant as an area that will accommodate 133 or more parking spaces, with sufficient area for access to each space, as more fully described in Exhibit A, attached hereto, together with any equipment and improvements thereon and with all appurtenances thereto, including but not limited to, existing rights of ingress and egress onto said premises by motor vehicles and pedestrians from all existing streets (all of which shall hereinafter collectively be referred to as the "Premises"). Landlord, at its expense, shall install lighting structures for the Premises prior to the commencement date if the ground not too frozen to do so and if it is Landlord shall install such lighting as soon as possible after the ground has sufficiently thawed. Landlord shall apply pavement to the Premises during the Spring of 2008, at Landlord's expense, if so requested to do so by Tenant.
2. **WARRANTIES AND CONDITION**. Landlord warrants and represents that it is the owner of the Premises and has authority to lease the Premises and to execute this Lease. Landlord further warrants and covenants that (a) at the commencement of the term herein the Premises shall be in good condition and repair for use as a parking facility for motor vehicles, (b) the Premises shall comply with all state and federal laws, regulations, ordinances and codes now in effect or which become effective and are applicable to the Premises during the term herein and (d) Landlord has not received any notice and is not aware of any violations of state or federal laws or regulations affecting the Premises, including, but not limited to, the Occupational Safety and Health Act of 1970. Landlord shall be responsible, at its expense, for compliance with all

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environmental and disability matters, laws, regulations, ordinances, and codes including the Americans with Disability Act of 1990 that may be applicable to the Premises.

3. USE. The Premises shall be used by Tenant as a parking facility for motor vehicles, and any other purpose or purposes incidental thereto, including but not limited to, the right to erect at Tenant's expense, a sign or signs for advertising its business and to place any personal property (including trade fixtures) in or on the Premises and for no other purpose. After the expiration of the Initial Term, in the event Tenant is unable, by reason of injunction or other interference, to use the Premises for parking of motor vehicles, or in the event such use is or becomes prohibited by ordinance, law, regulation or order, Tenant shall have the right to terminate this Lease, upon giving Landlord at least (10) ten days' notice in writing.

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4. TERM. The Premises are hereby leased to Tenant for a term of Three (3) years commencing on February 1, 2008 (the "Commencement Date") and expiring on January 31, 2011 (the "Initial Term"). Thereafter, this Lease shall be extended automatically from year to year for 2 additional one (1) year terms under the same terms and conditions unless terminated by written notice sent by either party to the other at least ninety (90) days prior to the end of the Initial Term or any extension term.

In the event Landlord is unable to or shall not have given possession of the Premises to Tenant on or before said Commencement Date, Tenant shall have the option of terminating this Lease by notice in writing within thirty (30) days thereafter. In the event Tenant does not so terminate this Lease, it shall remain in full force and effect, and Landlord shall tender possession of the Premises to Tenant at its first opportunity and the term hereof shall commence on the date of delivery of such possession and shall terminate on the date of three (3) years after the date possession shall have been given to Tenant. The parties will confirm the commencement date in writing.

5. RENT. Tenant covenants and agrees to pay as rent for the Premises the sum of One Hundred Thousand Dollars (\$100,000.00) per year, payable in equal monthly installments of Eight Thousand Three Hundred Thirty Three Dollars (\$8,333.00) on or before the 25th day of each month, plus ninety percent (90%) of gross receipts collected each month in excess of Twelve Thousand Five Hundred Eighty Three \$12,583.00 ("Percentage Rent"). Payment of Percentage Rent shall be made within thirty (30) days after the end of each calendar month based upon the gross receipts less discounted funds, as said terms are hereinafter defined, of the preceding calendar month and shall be accompanied by a statement showing the gross receipts less discounted funds of the preceding month. At the expiration of each twelve (12) month period of the Lease the parties shall adjust the Percentage Rent for the preceding twelve month period such that Landlord receives and Tenant pays no more than ninety (90) percent of the Gross Receipts less One Hundred Fifty Thousand Dollars for the said twelve (12) month

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period. Such truing up shall occur with thirty (30) days of the end of each twelve (12) month period at which time either Tenant shall render any additional funds to Landlord to make up any shortfall or Landlord shall refund to Tenant any overage of Percentage Rent paid during the said twelve (12) month period.

“Gross Receipts” shall mean all sums collected by Tenant for the parking of motor vehicles on the Premises, whether on an hourly, daily, weekly, or monthly basis, and less any sales, use, excise, occupancy, gross receipts, parking tax, or any other tax or charge collected by Tenant on behalf of and payable to the tax collector (Sales Taxes). Gross Receipts shall also not include “discounted funds” which are defined to be the value of all free or discounted parking privileges granted by Landlord to its employees, agents, representatives, and invitees, and gross receipts collected by Landlord.

6. INSPECTION. Tenant hereby grants Landlord the right to inspect the Premises at all reasonable times for the purpose of making repairs thereto, provided, however, Landlord and its employees, agents and representatives shall exercise care in any entry onto and use of any portion of the Premises so as not to interfere with the operations of Tenant, including access to the Premises by parking customers. Should such access be interfered with or prevented or parking space be removed from Tenant’s use by the actions of Landlord, its employees, agents, contractors, or representatives, Tenant shall have the right to a reduction in rent in proportion to the loss of parking spaces and/or gross receipts.

7. INSURANCE

- a) Tenant shall carry and maintain the following insurance coverage:
- (1) Worker’s compensation insurance in compliance with the Worker’s Compensation Act of the State of NH.
 - (2) Employer’s liability insurance on all employees for the premises not covered by the Worker’s compensation Act for occupational accidents or disease, for limits of not less than \$1,000,000 for any one occurrence.
 - (3) Garage liability or commercial general liability insurance on an occurrence from basis with limits of not less than \$2,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location.
 - (4) Garage keeper’s legal liability insurance (if applicable) insuring any and all automobiles that are parked at the Premises by Tenant’s attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.
 - (5) Automobile liability insurance (if applicable) covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than \$2,000,000 per occurrence.

(6) Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of \$1,000,000.

- b) The liability policies affording the coverage described in Subsections (a) (3), (a) (4) and (a) (5) above shall be endorsed to cover Landlord and its employees, agents, directors and officers as additional insured.
- c) Tenant shall deliver certificates of insurance to Landlord and renewal policies shall be obtained, and certificates delivered to Landlord at least fifteen (15) days prior to expiration. The Certificates of insurance shall state that the issuing company Shall endeavor to mail thirty (30) days' prior written notice to The certificate holder should any of the policies be cancelled Prior to the expiration date.

8. TAXES. Landlord agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Premises as same become due and, upon request, provide Tenant with evidence of such payment.

9. UTILITIES. Landlord agrees, at its expense, to provide to points of use on the premises such utilities as Tenant may require. Tenant agrees to pay charges for all electricity, water, sewer, telephone, gas and other utilities consumed by Tenant on the Premises as measured by a meter or sub-meter installed and maintained by Landlord at Landlord's cost.

10. PERMITS AND LICENSES. Tenant agrees to obtain all permits or licenses necessary for its operation, and Landlord agrees to assist Tenant in obtaining such permits or licenses upon request.

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11. EMINENT DOMAIN. In the event the entire Premises shall be taken under any statute or by right of eminent domain, then when possession of the Premises is taken, this Lease shall automatically terminate and the rent shall be adjusted as of the time of such taking. If more than fifty (50)% of the parking spaces in the Premises shall be taken or condemned, then Tenant shall have the right, at its option, to remain in possession of the balance of the Premises or to terminate this Lease as of the date of such taking, upon notice in writing to Landlord of such election. If less than fifty (50)% of the parking spaces are taken then this Lease shall continue. Landlord shall notify Tenant immediately upon receiving notice or otherwise becoming aware of the intended taking (in whole or in part) and the actual or anticipated date of taking. In the event of termination of this Lease, Tenant shall thereupon be released from any further liability as of the date of taking. If this Lease is terminated, any rent for the last month of Tenant's occupancy shall be prorated. If Tenant remains in possession of the balance of the Premises the rent shall be reduced on a pro rata basis based on the number of parking spaces remaining as compared to the number at commencement, but Percentage Rent shall continue as specified.

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Tenant shall not be entitled to any portion of any award or settlement received from any condemning authority. However, nothing contained herein shall be construed to prevent Tenant from prosecuting any claim directly against the condemning authority for loss of business or amortization of, damage to, or cost of removal, or for value of, Tenant's personal property, provided that no such claim shall diminish or otherwise adversely affect Landlord's aware.

Tenant shall have the right to remove any of all of its personal property (including trade fixtures) prior to the date of such taking, 12. UNFORESEEABLE EVENTS. It is understood by the parties, that, although it is unlikely, events may occur during the term of this lease which are beyond the reasonable control of Tenant, which will result in a reduction of Gross Receipts collected from the Premises. In the event that any of the following occur and as a result there is no access to the parking area, then rent shall be adjusted as specified below:

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- b) All streets serving the Premises are closed for at least (7) seven days;
- c) Interference with ingress or egress to the Premises making the Premises inaccessible;
- d) Labor disputes, civil commotion, acts of war, terrorist acts, acts of God, natural disasters or other casualty;
- d. Any law, rule, regulation, proclamation, order of similar action by any state or federal government or regulatory body restricting the sale of supply petroleum products.

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If Gross Receipts are reduced by Fifty percent (50 %) or more over a period of at least five (5) business days commencing with the first business day after the day on which the event occurred as compared with the five (5) business days immediately preceding such event, then Tenant, upon written notice to Landlord, may elect to have a pro rata reduction in rent following such event and including the period during which such event shall continue to exist..

13. DAMAGE AND DESTRUCTION Landlord covenants and agrees, that, if the Premises are damaged or destroyed by fire or other casualty, Tenant shall have the right at its sole option, to elect to (a) terminate this lease, effective on the date of such damage or destruction, provided fifty percent (50%) or more of the Premises are rendered unusable for the parking of motor vehicles, in which event Tenant shall no longer be liable for rent after such termination and, if advance rent has been paid, Landlord shall refund the pro rata portion thereof upon termination of this Lease; or (b) continue to occupy and use any undamaged part of the Premises which is fully available for use, in which event the parties agree to negotiate a new rent schedule taking into consideration the loss of parking spaces and loss of gross receipts anticipated; or (c) receive an abatement of the rent from the date of such damage or destruction until such time as Landlord has repaired

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and restored the Premises to the same condition as existed immediately prior to such damage or destruction, without diminution or change of location or size, and delivered same to Tenant. If the Premises are less than fifty (50)% so destroyed then the Tenant shall not have the right to terminate the Lease and (b) and (c) shall apply.

In the event Tenant elects either options (b) or (c) in the preceding paragraph, it is understood by the parties that time is of the essence and that Landlord will proceed with due diligence to repair and restore the Premises to the conditions as existed before such damage or destruction. Tenant's election shall be made by written notice to Landlord within ten (10) days after the date of such damage or destruction and shall be effective as of such date.

14. REPAIR AND MAINTENANCE Tenant shall at its expense, perform all maintenance and repair to the Premises of a non-capital and non-structural nature and shall also repair all damage caused by Tenant's employees, maintain striping, and perform custodial services to keep the surfaces and stairways within the Premises (if any) in a clean condition. Tenant shall perform all snowplowing, salting and sanding of the Premises. All capital and structural maintenance, repair and/or replacement of or on the Premises shall be promptly and diligently performed by Landlord at Landlord's expense, and in compliance with the Americans with Disabilities Act of 1990.

Anything in this Lease to the contrary notwithstanding, Landlord agrees that if in an emergency, it shall become necessary to promptly make any repairs required to be made by Landlord, Tenant may, at its option, proceed forthwith to have such repairs made and pay the cost thereof. Landlord agrees to reimburse Tenant the cost of such repairs on demand and also agrees that if such payment is not made within fifteen (15) days after receipt of Tenant's statement of the amount due and evidence of Tenant's payment thereof, Tenant may deduct the amount so expended by it from rent due or to become due. In the event Tenant shall elect not to make such repairs, it will promptly notify Landlord of the need for such repairs.

15. **RELEASE AND WAIVER OF SUBROGATION**. (use only if Landlord and Tenant provide insurance) In the event all or any part of the Premises (including any buildings, improvements or other real or personally property therein) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting there from, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties of which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles.

All such policies shall contain a clause or endorsement providing that insurance shall not be prejudiced if the insured has waived its right of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

16. INTERFERENCE WITH BUSINESS

If any act or omission of Landlord or Landlord's failure to perform its obligations hereunder creates a condition which interferes substantially with the normal use of the Premises or prevents or substantially reduces access by the customers to the Premises, and as a consequence Tenant is compelled to discontinue business in the Premises, in whole or in part, then the rent shall be entirely or proportionately abated (depending upon the nature and/or extent of such interference, prevention or reduction) during the time of such interference with or prevention or reduction of business, but no such abatement shall continue beyond the time that the interference, prevention or reduction no longer exists, regardless of any delay by Tenant in resuming operation of business after that time.

17. PEACEABLE POSSESSION. Landlord covenants and agrees that Tenant, upon performing the terms and conditions of this lease to be performed by Tenant, shall have peaceable and quiet enjoyment and possession of the Premises during the term without interruption by Landlord, its successors, assigns, or any person or company claiming by or through it, or third parties. Landlord further agrees that if Tenant should be made a party in any legal proceeding affecting Tenant's right of continuous and quiet possession, Landlord shall reimburse Tenant for reasonable attorney's fees, expenses and damages incurred by Tenant in defending its rights under this Lease, and any such expense may be applied by Tenant against rent due or to become due.

Landlord agrees to save, defend, indemnify and hold Tenant harmless from any and all actions, causes of action, claims, losses, damages, costs and liabilities arising out of or in any way connected with Landlord's prior use of the Premises or the cancellation or termination of any lease or tenancy of the Premises prior in point of time to this Lease.

Tenant agrees to save, defend, indemnify and hold Landlord harmless from any and all actions, causes of action, claims, losses, damages, costs and liabilities arising out of or in any way connected with Tenant's use of the Premises. Deletion proposed by Landlord needs approval by the City Solicitor.

18. SURRENDER OF POSSESSIONS. Upon terminations of this Lease, by lapse of time or otherwise, Tenant agrees that it will surrender and deliver to Landlord physical possession of the Premises, together with all improvements and appurtenances therewith.

19. **ASSIGNMENT.** Tenant agrees that it will not assign or transfer this Lease or any interest herein

Landlord agrees not to assign, mortgage, pledge or encumber this Lease or any rents due or to become due hereunder without first obtaining the written consent of Tenant, provided, however, such consent shall not be needed for an assignment of this Lease to a purchaser in connection with a bona fide sale of the Premises.

20. **TERMINATION.** Either party shall have the right to terminate this Lease Upon a breach by the other party of any of the covenants, terms and conditions hereof, provided the defaulting party first receives written notice of such breach and fails to remedy same within thirty (30) days after said notice thereof is received, or fails to commence curing such breach within said thirty-day period in the event such breach cannot be reasonably cured within thirty (30) days.

Landlord shall have the right to terminate this Lease upon one hundred twenty (120) days written notice to Tenant in the event of a sale of the Premises or in the event Landlord determines to proceed with development of the Premises.

Should Landlord default in the payment of real estate taxes or assessments or in the payment of any mortgage installment, Tenant may, at its option, cure such default and deduct the amount paid from rent due or to become due.

Either party shall also have the right to terminate this Lease in the event the other party files a voluntary petition or similar action in bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, which action is not dismissed within sixty (60) days.

21. **NOTICES** Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, at the following address:

TO LANDLORD:

TO TENANT:

City of Manchester, Parking Division
Attn: Brandy Stanley, Parking Manager
25 Vine St.
Manchester, NH 03101

With copy by regular Mail to: City of Manchester, Solicitor's Office

4

1 City Hall Plaza
Manchester, NH 03101

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

22. INTERPRETATION. This Lease shall be governed by and construed in accordance with the laws of the state wherein the Premises are situated,
23. RELATIONSHIP. Landlord shall not, in any event, be deemed to be a partner of joint venture of Tenant in the conduct of its business. The relationship of the parties hereto shall at all times be solely that of landlord and tenant.
24. PARTIES BOUND. This Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns. This Lease or any modification thereof shall not be binding upon Landlord and/or Tenant in any respect until fully executed by duly authorized officers or principals of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date first above written.

WITNESSES:

LANDLORD

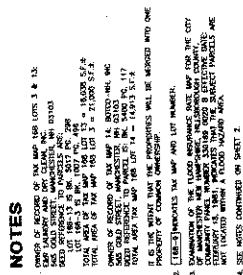
by _____
Name _____
Title _____

WITNESSES

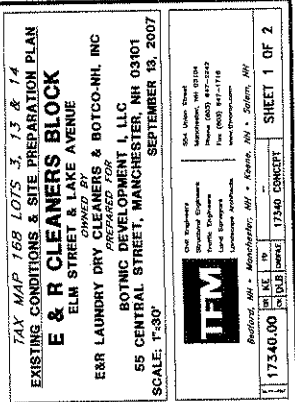
TENANT

City of Manchester

By _____
Name _____
Title _____



NOTES

[illegible]

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All Constitution Drive, Bedford, N.H. 03110



CITY OF MANCHESTER

Senior Services Department

151 Douglas Street
Manchester, New Hampshire 03102
(603) 624-6533 • Fax (603) 628-6159
Email: senior@manchesternh.gov



November 27, 2007

Lands and Building Committee
One City Hall Plaza
Manchester, NH 03101

Dear Aldermen,

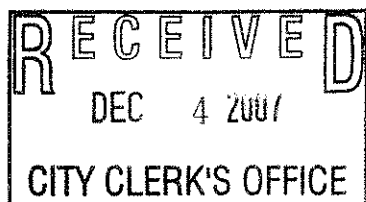
The Senior Services Commission offers its unanimous support in gaining parking spaces surrounding the William B. Cashin Senior Activity Center at 151 Douglas St. We know the Committee has been looking into the feasibility of attaining the garage next to the back lower lot, and the Commission supports this effort. It has come to our attention that the tenement block adjacent to the Center's main parking lot is for sale. This particular parcel would ideally be best suited in meeting the needs of our elderly citizens. The Commission would like to recommend looking into the cost associated with accessing that parcel for comparison to the garage parcel, in an effort to provide the best use and service to our citizens in a financially responsible manner.

The Center is well attended, and the success of the Center proves the need for increasing public access. The more seniors who are enabled to attend the Center, the more cost efficient. Therefore the Senior Services Commission, in its role as advisory to the Board of Mayor and Aldermen, respectfully makes this recommendation. Director Vigneault supports this recommendation.

Sincerely,

Jeff Bolduc, Chairman
Senior Services Commission

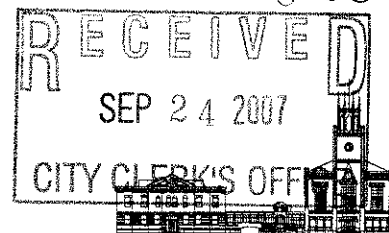
Cc: Members of the Senior Services Commission:
Commissioner Fern Gelinas
Commissioner Lillian Duval
Commissioner Ron Boisvert
Commissioner Jeff Dobe



5



CITY OF MANCHESTER
Economic Development Office



originally tabled 8-22-06

11-7-07

Direct Ec. Dev. Dir
to prepare + issue RFP
& retabled

September 21, 2007

Henry R. Thibault, Chairman
Lands & Buildings Committee
One City Hall Plaza
Manchester, NH 03101

RE: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Street

Dear Chairman Thibault and Members of the Committee:

Our office, in conjunction with the Mayor's office and other City staff, have worked in earnest to find a satisfactory resolution to the disposition of the above referenced properties that would be agreeable to 1848 Associates, Brady-Sullivan and other interested parties consistent with our overall goals for the area. These goals include the provision of additional parking to support the restoration or rehabilitation of underutilized or vacant space in area mill buildings with a particular emphasis on saving the Pandora Building. In addition, staff has researched alternative means of financing a public or public/private parking garage on the Seal Tanning Lot and has taken the further step of having a design developed for a parking garage on the lot acceptable to the abutters. Unfortunately, however, the conflicting interests of the parties have prevented us from reaching a mutually agreeable resolution to the disposition of the properties at issue. Therefore, it is our recommendation that the Board of Mayor and Alderman direct staff to take the following actions:

1. Prepare and issue a Request for Proposals (RFP) for the sale of the Seal Tanning Lot and its redevelopment into a structured parking facility that would contain not less than 240 total spaces conditional on the substantial rehabilitation of not less than 100,000 sq. ft. of building area (gross) within one or more historic or potentially historic buildings⁽¹⁾ located within one-quarter mile of the site, suitable for residential, class A office, research & development, light industrial, hotel, or other appropriate commercial use and occupancy.
2. Prepare and issue a RFP for the sale of the Granite Street Lot and its redevelopment into a parking facility containing not less than 70 total spaces conditional on the substantial rehabilitation of not less than 50,000 sq. ft. of building area (gross) within one or more historic or potentially historic buildings⁽¹⁾ located within one-quarter mile of the site suitable, for residential, class A office, research & development, light industrial, hotel, or other appropriate commercial use and occupancy.

6

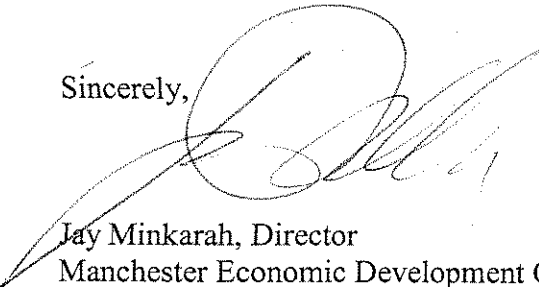
Additional factors to be considered as part of the proposal evaluation process would include amount of additional parking spaces to be provided, historic value of buildings proposed for restoration or rehabilitation, design, timing, potential value of proposed uses, need for the proposed uses, and other criteria. We would further recommend that an ad hoc committee be established to review proposals to include the Economic Development Director, the Planning & Community Development Director, the Parking Manager, the Director of Public Works and the Finance Director or their designees, the Mayor's office and an Alderman.

With regard to Phillippe Cote Street, we would recommend that the City retain the street as a public way until such time as a proposal is submitted that would necessitate discontinuance of the street. Phillippe Cote Street currently provides access to multiple properties and businesses and by retaining it, we would assure that at least some public parking opportunities remain in the vicinity regardless of the disposition of the two lots.

Under the recommended RFP process, 1848 Associates, Brady-Sullivan and all other parties who currently hold or until recently held parking permits in these areas would have an opportunity to submit a proposal along with other property owners who are currently rehabilitating or contemplating the rehabilitation of their buildings in the Millyard. Further, the recommended process would allow the lots to be sold together to one party or to two different parties.

If you have any questions or concerns or require additional information, please feel to contact me at your convenience. Thank you for your consideration.

Sincerely,



Jay Minkarah, Director
Manchester Economic Development Office

cc: Hon. Frank Guinta, Mayor

(1) A historic or potentially historic building is one that is individually listed on the national or state register of historic places, is located within a national, state or locally designated historic district or is at least 50 years old and eligible for individual listing.



City of Manchester

8-22-06 Tabled

Office of the Mayor
Hon. Frank C. Guinta

IN BOARD OF MAYOR & ALDERMEN

DATE: August 1, 2006

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Roy

VOTED TO refer to the Committee on
Lands and Buildings

L. A. Berman
CITY CLERK

August 1, 2006

The Honorable Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Way

Dear Members of the Honorable Board:

Yesterday my office received an official request from David Brady of Brady-Sullivan Properties requesting that the above referenced parcels, currently owned by the City of Manchester, be placed out for competitive, sealed bid. Having conferred with staff this morning about this matter, it is my recommendation that the Board refer this letter to the Committee on Lands & Buildings for its thoughtful consideration. Furthermore I am asking staff to concurrently prepare recommendations for the committee.

Sincerely,

Frank C. Guinta
Mayor

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BRADY SULLIVAN PROPERTIES

July 28, 2006

(HAND-DELIVERED)

The Honorable Mayor Frank C. Guinta
Mayor of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Mayor Guinta:

Please accept this letter as affirmation of Brady Sullivan Properties' interest in pursuing the acquisition of certain City-owned properties located within the Historical Millyard District. More specifically, our interests include those properties located on Granite Street, Phillippe Cote Way and the Seal Tanning parking lot.

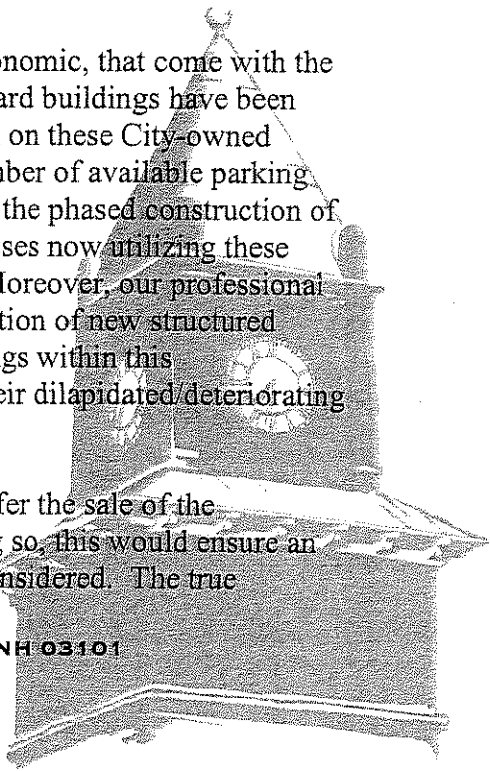
As property owners of the Waumbec Mill, a 450,000 square foot multiple-use mill complex located nearby the above-referenced subject properties, the critical lack of parking is jeopardizing our efforts to retain existing and procure additional Class A tenants. While this opinion is surely shared by other Millyard owners, we feel it is time for the City to seek out new partners who have a willingness to channel their creative planning resources and private monies to remedy this serious Millyard deficiency. The mere reshuffling of property ownership from municipal to private hands is not an economic development strategy in itself unless it contains specific and immediate initiatives to **create more available parking**. We at Brady Sullivan Properties stand willing to commit our resources to invest in the Millyard's future through the purchase of these properties by adding more structured parking above the at-grade parking tracts referenced-above.

We acknowledge the myriad of complexities, political and economic, that come with the disposition of these municipal assets. A number of fine Millyard buildings have been redeveloped and house businesses whose employees now park on these City-owned lands. Our interests would be to strategically increase the number of available parking spaces for the entire southerly portion of the Millyard through the phased construction of new spaces in structured facilities. We will work with businesses now utilizing these parking areas to protect their economic infrastructural base. Moreover, our professional management of the existing parking assets along with the addition of new structured parking will position us to become involved with other buildings within this neighborhood that are now threatened by demolition due to their dilapidated/deteriorating physical condition.

Given the above, we hereby request the City of Manchester offer the sale of the aforementioned City-owned properties by sealed bid. In doing so, this would ensure an economic return far exceeding that which has been recently considered. The true

670 N. COMMERCIAL STREET MANCHESTER NH 03101
P 603.622.6223 F 603.622.7342
BRADYSULLIVAN.COM

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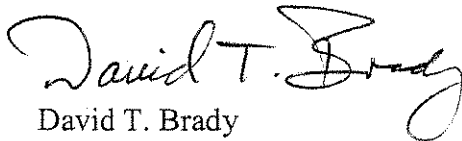
The Honorable Frank C. Guinta
July 28, 2006
Page 2

economic benefit of this approach will be realized in the future as market-inhibiting obstacles are diminished, allowing for the repositioning of the Millyard's built assets. Existing businesses will feel comfortable expanding their operations while new businesses will find the market ready to accommodate their needs.

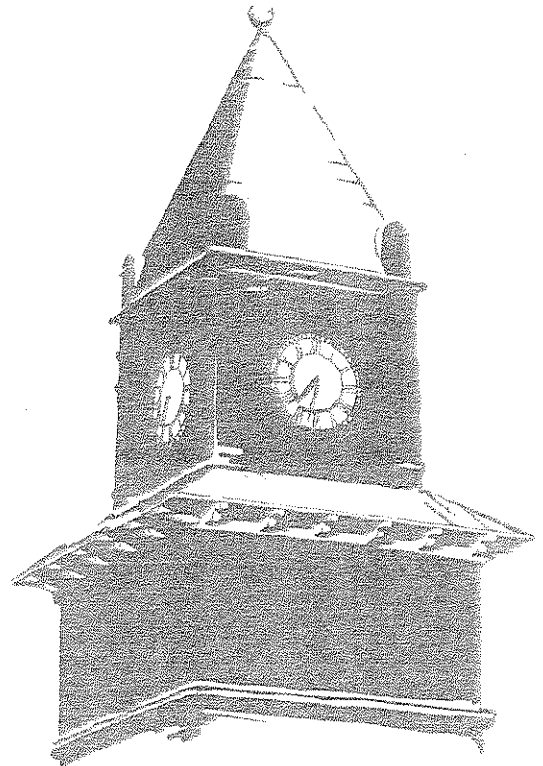
As mentioned above, we at Brady Sullivan Properties will continue to commit ourselves to work hand-in-hand with the City of Manchester in finding broader solutions to our shared Millyard problems. While our Seal Tanning parking lot initiative would be a necessary first step in mitigating some of the parking shortages now experienced in the Millyard's southern tier properties, we remain steadfast in our desire to partner with the City in the development of the more centrally located Bedford Parking Lot site. The strategic development of this parcel is critical to the continued gentrification of the surrounding Millyard properties, as well as lending new parking infrastructure for future anticipated development on adjacent, underutilized parcels of land. The prospect of introducing new and exciting marketing opportunities within the heart of the Millyard can only be accomplished if the level of private investment is matched by the City's commitment to invest in creative economic development solutions.

We look forward to your deliberations on our proposal for the disposition of the Seal Tanning parking lot and surrounding municipal parcels as well as the initiation of negotiations relative to the Bedford Parking Lot.

Respectfully submitted,


David T. Brady

cc: Alderman Mark E. Roy
Alderman Theodore L. Gatsas
Alderman Patrick T. Long
Alderman Jerome Duval
Alderman Ed Osborne
Alderman Real R. Pinard
Alderman William P. Shea
Alderman Betsi L. DeVries
Alderman Michael Garrity
Alderman George Smith
Alderman Henry R. Thibault
Alderman Armand Forest
Alderman-At-Large Daniel P. O'Neil
Alderman-At-Large Mike Lopez



6

To: Mr. Hank Thibault
Chairman Land/Building Committee

September 7, 2007
11-07-07 Tabled

From: Jerry & Mary Deebentigny

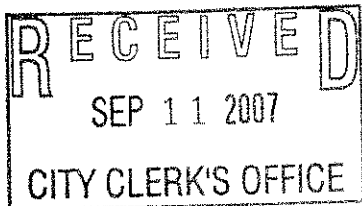
Re: Parcel ID # 440-9

For many years we have tried to acquire the above parcel without success due to questionable ownership. My father had respectfully maintained this land since the early 1930's and we have continued to do so. Five generations of our family have walked on this land as we are the sole abettors. As you can see, this parcel is most sacred to us. We have always followed up on any leads to ownership; even hiring a lawyer to do title searches, etc - but always reached a dead-end. We have shared all our acquired information with city hall. We recently heard that this parcel ID # 440-9 will come before your committee as abandoned. Could you please tell us how we may acquire this land? Thank you so much Mr. Thibault for your time and efforts.

Sincerely,

Jerry & Mary Deebentigny
91 Westland Avenue
Manchester, N.H.
03103-7359

Tel: (603) 627-7456





CITY OF MANCHESTER

Planning and Community Development



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management

September 13, 2007

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Request by abutter to acquire TM 440, Lot 9, off Westland Avenue*

Honorable Committee Members:

Background: The City has recently received a request from Jerry and Mary Derepentigny, of 91 Westland Avenue, asking if they may acquire an undeveloped 3,750 s.f. parcel known as TM 440, Lot 9, which, according to the Tax Collector's Office, will soon be tax deeded to the City. As may be seen on the accompanying map, Lot 9 is a 3,750 s.f. landlocked parcel which abuts Harvard Street (a paper street) and four other parcels. Two of these abutting parcels are owned by the Derepentigny's and two are owned by other family members who have expressly indicated that they have no wish in acquiring Lot 9. Historically, Mary Derepentigny's father once owned most of the land between Westland and Harwich Streets and built most of the now existing residences in this neighborhood for family members who have maintained the subject parcel for many years.

Surplus Determination and Disposition: After investigating the matter, we have determined that there are no known reasons why the City should retain ownership of the parcel in question and it is, therefore, the recommendation of the Planning & Community Development Department that it be deemed surplus to City needs.

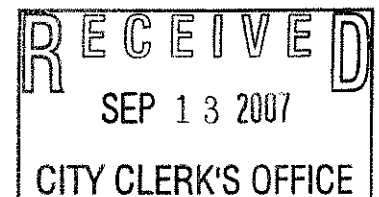
Because Parcel 9 is landlocked and can not be developed as a separate house lot, and because both abutting residential neighbors to the south (the Serieka's) have indicated that they have no interest in acquiring Lot 9, we recommend selling that parcel to Mary Derepentigny, the owner of other two parcels which abut it, at a price determined by the Assessor's Department and, if you deem it appropriate, with a consideration that taxes are due on the property.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

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One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov



TM 440, Lot 9 off Westland Avenue

406 Brown Ave.
TM 435, Lot 1A
Valcro USA, Inc.

HARWICH ST. (paper street)

TM 440, Lot 10
3,749 sf.
M. Derepigny

TM 440, Lot 9
3,750 sf.

TM 440, Lot 8
5,624 sf.
M. Derepigny

TM 440, Lot 7
5,624 sf.
D. Derepigny

911 Westland Ave.
TM 440, Lot 4
5,624 sf.
G. & M. Derepigny

125 Westland Ave.
TM 440, Lot 3
5,624 s.f.
Daniel Serieka

125 Westland Ave.
TM 440, Lot 2
5,624 s.f.
Janice Serieka

EAGLE ST. (paper street)

WESTLAND AVE.

SPRAGUE ST.

